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October 20, 2006

Liza Dennehy VP, Operations 360networks (USA) inc. 130 North Main Street Butte, MT 59701

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Ms. Dennehy:

Verizon North Inc., f/k/a GTE North Incorporated, and Verizon South Inc., f/k/a GTE South Incorporated (collectively "Verizon"), a Wisconsin corporation, with principal place of business at 8001 West Jefferson, Ft. Wayne, IN 46804 and 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, respectively, has received correspondence stating that 360networks (USA) inc. ("360networks"), a Nevada corporation, with principal place of business at 867 Coal Creek Circle, Suite 160, Louisville, CO 80027 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of Illinois Inc. ("AT&T") and Verizon that was approved by the Illinois Commerce Commission (the "Commission") as an effective agreement in the State of Illinois in Docket No. 99 AA-001, as such agreement exists on the date hereof (including, without limitation, Amendments 1, 2, 3 and 4 thereto, and specifically including the "Amendment to Interconnection Agreements" entered into between Verizon (and its operating telephone company affiliates) and AT&T (and its CLEC affiliates) with an effective date of November 1, 2004 (referred to herein as the "Unitary Rate Amendment"), and the "Amendment to Interconnection Agreements" entered into between Verizon (and its operating telephone company affiliates) and AT&T (and its CLEC affiliates) with an effective date of September 1, 2005 (referred to herein as the "AT&T DS0 Loop/Resale Amendment")), after giving effect to operation of law (the "Terms"). I understand 360networks has a copy of the Terms. Please note the following with respect to 360networks's adoption of the Terms.

- 1. By 360networks's countersignature on this letter, 360networks hereby represents and agrees to the following seven points:
 - Α. 360networks adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that 360networks shall be substituted in place of AT&T Communications of Illinois Inc. and AT&T in the Terms wherever appropriate.
 - В. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
 - C. Notice to 360networks and Verizon as may be required or permitted under the Terms shall be provided as follows:

To 360networks (USA) inc.:

Attention: Gary Ray VP, Co-General Counsel 867 Coal Creek Circle, Suite 160

Louisville, CO 80027

Telephone Number: (303) 854-5122, Ext.: None

Facsimile Number: (303) 854-5100 Internet Address: gary.ray@360.net

To Verizon:

Director-Negotiations Verizon Partner Solutions 600 Hidden Ridge **HQEWMNOTICES** Irving, TX 75038

Facsimile Number: (972) 719-1519

Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel Verizon Partner Solutions 1515 N. Court House Road Suite 500 Arlington, VA 22201

Facsimile: (703) 351-3664

D. 360networks represents and warrants that it is a certified provider of local telecommunications service in the State of Illinois, and that its adoption of the Terms will cover services in the State of Illinois only, except that 360networks and Verizon recognize and agree that, by their terms, the terms of the foregoing Unitary Rate Amendment, effective as of November 1, 2004 and in effect as of

the date hereof and the terms of the foregoing AT&T DS0 Loop/Resale Amendment, effective as of September 1, 2005 and in effect as of the date hereof, apply not only between 360networks and Verizon in Verizon's service territory in the State of Illinois but, also, between 360networks (and its CLEC affiliates) and Verizon (and its operating telephone company affiliates) in all jurisdictions in which Verizon (or its operating telephone company affiliates) and 360networks (or its CLEC affiliates) are (or become) interconnected.

- E. In the event an interconnection agreement between Verizon and 360networks is currently in effect in the State of Illinois (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Subject to the terms of the Unitary Rate Amendment and the AT&T DS0 Loop/Resale Amendment, Verizon's standard pricing schedule for interconnection agreements in the State of Illinois (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to 360networks's adoption of the Terms, except that, for the avoidance of any doubt the parties agree that the foregoing Unitary Rate Amendment, effective as of November 1, 2004 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto; and except that, for the further avoidance of any doubt, the Parties agree that the foregoing AT&T DS0 Loop/Resale Amendment, effective as of September 1. 2005 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto. 360networks should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- G. 360networks's adoption of the Terms shall become effective on October 13, 2006. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by 360networks as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern 360networks's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 28, 2007.
- 2. As the Terms are being adopted by 360networks pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it

constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 99 AA-001, or to seek review in any way of any provisions included in the Terms as a result of 360networks's adoption of the Terms.

- 3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 99 AA-001 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
- 4. Verizon reserves the right to deny 360networks's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to 360networks are greater than the costs of providing them to AT&T;
 - B. if the provision of the Terms to 360networks is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to 360networks under applicable law.
- 5. Should 360networks attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Four above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
- 6. In the event that a voluntary or involuntary petition has been or is in the future filed against 360networks under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and 360networks's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of 360networks resulting from 360networks's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of 360networks to sign this letter in the space provided below and return it to Verizon.
Sincerely,
VERIZON NORTH INC. AND VERIZON SOUTH INC.
Jeffrey A. Masoner Vice President Interconnection Services Policy & Planning
Reviewed and countersigned as to Paragraph 1:
360NETWORKS (USA) INC.
Liza Dennehy VP, Operations

Attachment